

performing as much as he planned.

Advertisement for the book 'The Principles of Algebra' by James A. Serret.

Only are usually invented and fixed according to the custom
of the people. Different parties may have different ideas of the
same thing. For example, the same thing may be called by different
names in different parts of the world. The same thing may be
called by different names in different parts of the world. The same
thing may be called by different names in different parts of the world.

defence. *Scotsland* to Comply with *English* Terms, there was found a great Aversion on the *Scot* part: Because *Scotland* should use *English* then, they said, and should be guided by a *Scot* law, then, for this Matter, Debates were all day long, *Wednesday*, when at last it was resolved, by *Edwards* advice, that *Scotland* should *English*.

OUR SOVEREIGNTY, INDEPENDENCY, LIBERTY AND
LAW.

To this End, instead of an absolute ruining of Our TRADE and

The purring of the Felinoble Wool, is now called an Equivalent.

...many of the Representatives to the ...

To denigrate

Edinburgh 1796

and I wish that Our Bargains be not as Extraordinary as the French Kings Equivalents in *Flanders*, who promises largely, and performs as much as he pleases.

Princes and Potentates Envy and Prescribes things by Strength and Power, but in Bargaining, according to Practice in these cases, the weaker are never thought to have an ill Bargain, if they have any thing left them. So that the first Qualification of an Equivalent, must be that the Parties to whom an Equivalent is proposed, must have Power to make his Claim good, for without Force, Persuasions will avail little.

The next thing to be Considered is, what to make an Equivalent Right in Equity, in the Proposer; it must be a better thing, than that which is required by him, for as Goods Subject to the Hazard of not being at all, compared to the Matter in Law, *oblatione* *de* *bonis* *incertis* *offer* *indonatus* except the thing offered be of greater Value than the thing Demanded. There must be Allowance for something what is fixed, and there must be something that may be a Satisfaction for Changeing. And besides, he that divides himself of any advantage, and goes in return for the very same thing, agrees to hazard in losing that Equivalent, if the Party proposing doth not want the thing he would have in Exchange, his Requesting of it is *inutilis* *in* *indifferency*.

34. Another thing Necessary to the making of a fair Bargain is, that there should be in both Parties a full Liberty of saying or Refusing, without any Objection, without any Consequence of Revenge, and without any Dissatisfaction; For it is impossible to treat, where it is an *Act* *total* *in* *diffid*; in that Case there is no mean between the two Extrems, either an open Quarrel or an Entire Submission. The *Exposition* *ought* *not* *only* *to* *use* *those* *Terms* *as* *to* *the* *matter*, *but* *in* *the* *manner* *too*; There must be no Intimations of Anger, much less any open Threatning. Such a Smile is to all Sides to be desired, as a way of Pleasing, that it looks more like a Branch of the Peace, than the making a Bargain.

35. Violent Importunity Destroyeth all Contract, Besides open Violence and threats: Sores and which may Bribe and Proposals a great many of the Representatives of a People, which I regard as a great evil, and a double the breach of Agreement, when carried on in such a manner, that inlets Factions, and Corrupts the Foundation of the State, and will bring it to ruin.



To make an Equal Bargain, there must be Liberty of offer
saying, not only in every thing that is really offered, but in every
thing that is thought to be either Party, and most especially by him
who is in Possession of the thing. Demanded, that he draw not
even when a Security is desired to be charged, but that which De-
sireth it, must not pretend to impose upon the other, or gain
advantage to them, and sell them without debate, that they should
in their Offers, and as to what they propose, it must not be
NOT TENDING to the End Desired. Whether the Counsel
on the other side, must certainly be the most Competent Judges.
The hand it cometh from is a great Circumstance, either to invite
or Discourage in all matters of Contract, the Qualifications of the
Party offering must suit with the Proposition, it self, as it is
never to him, there is Ground for Suspicion, if the Character they
bear, do not Recommend their Justice, wherever their Interest is
Concerned: If they happen to be such as, by Experience have been
found to have an ill Memory for their Word, in these cases think-
ing Men will avoid dealing not only to prevent Surprizes, but to call
on the Occasion of Difficulty or Dispute, a Witness, a Federal Agent
when King James the Sixth went to England. It is yet more Dis-
couraging when there are either a Precedent Practice, or standing
Maxims of Gross Partiality, in Assuming a Privilege of Exemption
from the usual methods of Equal Dealings. Witness SCOTS
Soldiers not payed for Service.

64. In all Bargains there is a Necessity of looking back, and Re-
flecting how far a present Proposal is Reasonable, with a former
Practice; As in the case of a Law already made, there should be a
Privilege Claimed by a new Law, to exempt those from the Obliga-
tion of observing it. Or if at least they should prosecute
themselves of the Particular Application of the Equivalent
Proposed for the Payment of English Debts, then sell you in a
Rightly Applied. These Inconveniences must entirely have the
Effect of Raising Suspicion, or rather they are a certain proof, that
in such Circumstances, it is irrational for Men to expect an Effectual
Equivalent.

74. It is not only unnecessary, but unseasonable, to persuade
with violence, what it is folly to resist, to push Men who have
new into a good Bargain for themselves, is a Sort very much dispo-
sible to the Nature of the Thing, and is very unbecoming a Gentle-
man.

... especially if his Constitutions be of a contrary Opinion, therefore without Repression in this Case are unanimously. But if good Nature, and if yet we are bound to grow weary with them, for not receiving a fair Advantage for their Advantages, that ought to be content with the Generosity of offering good Bargains, and should give their Compassion to those who do not understand them, but by carrying their good Nature so far as to be Choleric, in such a case they would follow the Example of the Church of Rome, where the Doctrine of Charity is very extraordinary: To bear a language, which is a Love Letter, and burning Men for differing with them in Opinion, howsoever mis-called Charity, is as they understand it, the Perfection of Fleeting Charity.

On this former Circumstance necessary to a fair Bargain is, That there must be Openness and Freedom allowed, as the Effect of that Equality which is the Foundation of Contracting. There must be full Liberty of Objecting, and making Doubts and Scruples: If they are such as can be answered, the Party Convicted is so much the more Comforted and Encouraged to deal, instead of being hindered by them. But if, instead of an Answer to satisfy, there is nothing but Anger and Reply: It is impossible not to conclude, that there is never a fair Answer to give: To this Objections remaining without being fully Confuted, there is an Absolute Bar put to any further Treaty. There can be no dealing; where one side assumeth a Privilege to impose, so as to make an offer, and not to bear the Examination of it, this is giving Judgement, not making a Bargain. Where it is called a demand, to object, or Criminal to Refuse, the surest way is for those to stay where they are, rather than Treat upon such Disadvantage.

It is matters of Contract, not only the present value, but the Contingencies and Consequences, as far as they can be fairly proposed, are to be considered. For example, if there should be a possibility, that one of the Parties may be Ruined by accepting, and the other only disappointed by his Refusing: the Consequences are so extremely unequal, that it is not imaginable a Man should take that for an Equivalent, which hath such a Fatal Possibility at the heels of it.

Wherever it falleth out, that by Changing, Enacting, or Repealing a Law, the Legislative Power may be misplaced in the hands of those who have a Separate Interest from the Body of a People, there should be no Treaty till it is Demonstrably made out, that such a Consequence shall be absolutely impossible,

so. It is necessary in all dealing, to be assured in the first place, that

...of Exchange, may be afterwards Returned.
There is a Collateral Circumstance in making a Contract
which you before to be considered, as much as any thing that
belongeth to it, and that is the Character and Obligations of the
Instruments Employed. So that in all Bargains there should be
an Equality in the Persons of the Traders, as well as in the thing
Traded of.

The manner of doing things hath such an influence upon the
temporal Men may exert at the end by the Instruments that are used
to obtain it, who are a very good Direction how far to rely upon
or suspect the Sincerity of that which is proposed. An absurdity in
the way of carrying on a Treaty, in any one Circumstance, that is
very gross, is enough to persuade a thinking Man to break off, and
sicken working from such an insupportable. So that in all Treaties
there is necessity of Employing proper and fit Mediators who are
free from all Suspicion.

Having touched upon these particulars, I shall Secondly consider
what things are not to be submitted by way of Contract, to pass un-
der the Name of an Equivalent.

First Justice is too much Corrupted, that Contracts must ne-
cessarily be enforced with a Penalty in case of non observance, nor
is a Punishment inferred absolute Security, unless the party Injured
be in a Capacity of Inflicting the Penalty. If the offending Party
compels the other from bringing the Vengeance of the Law upon
him, is quite both Strength or Force, something to overrule the
Justice of the Court, in that case a Penalty is but a word, there
is no Consequence belonging to it. So that a Promise of an Equiva-
lent, is no better then a Dead Letter; the Life of a Bargain is given
to it by the Execution of what it containeth. So let it in it self be
never so good, it dependeth upon those who are Entrusted with
seeing it observed. This shows the absolute necessity of the Op-
eration of the Law, and that without the above Precautions, a
Contract is no certain Equivalent.
The observance of Faith is so much noticed, that Interest leads
Men in, and if once it becomes impossible to observe Articles
then Interest will make one commit a breach.

2ly. In most Bargains there is a Reference to the time.

to count: It is therefore to be considered, whether the Party Con-
ceding such an absolute Power of Disposing what belongs to
him, is to Secure the other Party, that a posterior Succeeding Power
may not Control and Reject the Conditions of the Contract. For this
is *the* *British* *Liberty*, thus Parliament alter and Repeal their
Statutes made by former Parliaments. So that it will prove a cer-
tain Principle, that we are Subject to the Regulations and Alterati-
ons of a *British* Parliament, in Trade and every other thing. So that
upon the 1st Demand on Our side, there is a Specious Title to the
Succession *British* to Confirmation and Conquest: By this Voluntary
surrender, we may happen to incur the Crime of *Self* *Murder*, as in
Self Murder. As the Supreme Power gives Conditions and Exemptions:
So it is beyond all Dispute, that the same Power may afterwards
Refuse and Enjoin the contrary. If the Conditions in the Treaty ap-
pear to a *British* Parliament, to be Defective of the public Inter-
ests, then they may and will alter the Articles, because the pre-
sent Parliament cannot bind up a future Parliament, from promoting
the Safety and Benefits of the Nation, or from doing what they will.
For Example, it might be found in this Kingdom, a Set of Men,
who having a part in the Supreme Legislative Power, should so much
swear them both, betray their Country by a Criminal Engagement,
directly opposite to the Nature of their Power, and so the Fault Re-
posed in them. Yet such a Hellish Devine could bind none but the
first makers of it, another Generation would never be tied up by it.

The Eternity of a CLAIM OF RIGHT, or Fundamental Law, in-
tended by those that made it, will be cut off by new laws, who shall
Secure them in Power, if they have a different Test, or another In-
terest. No Shackles can be imposed upon the Liberty of those who
are to succeed in the same Trade.

For these Reasons, wherever in order to the making a Bargain, a
Proposition is advanced to make a new Law, which is contrary to those
who will be bound by it, it may be a good test, but
never will be a good bargain.

In the last place let us be Examined, how far a Promise ought
to be taken for a Security in a Bargain.

The good reason Men have of another, is a great suggestion
that they are bound by an immediate Engagement.

The good reason of a Promise, may be such a Reason
as may encourage the Party to whom it is made to De-
pend upon it. Where indeed it is, there have been many of kind.
But this is not a right to a right, as in a right to a right.
than interest will make one commit a breach.

21. In most Bargains there is a Reference to the time

There must be no visible Interest of the Party promising, to Exclude himself from it, or to Evade it. Is Obligations for the King, or the Father, the President, given to the Nation, cannot easily Men agree to be his own Judge. The Power of interposing Articles or Promises, entirely takes away the virtue of them; and therefore such a power ought to be Lodged in hands that have a Liberty, or are able on claim performance, else it would be like agreeing for a Slave, and at the same time making it Criminal to demand it.

A Superiority of Dignity or Power in the Party promising, maketh it a more tender thing, for the other Party to Treat upon that Security. The first maketh it a Nice thing as Claim, the latter maketh it a difficult thing to obtain.

In several Cases a Promise is in the Nature of a Covenant, by two equal Parties, the Breach of it will be a Fault: But where the Breach of the Promiser is held above the Level of Equality, there is no Fault in it. It is so far from the Party giving his Word, that he is never bound, he will not be allowed to Explain or Expollate; and instead of his being oblig'd against the Breach of a Promise, he will use the Benefit of being released from breach of good Faith. Such a Difficulty is making After what of the Party in the first, where then must both their Pleas be before they can come to it.

That cannot properly be called good Faith, which the Party to whom it is due, may not receive with Ease and Safety. It was a King's Promise of Money, who refused to lend the Pope Money, for this Reason, That he would give the Bond of one, upon whom he could not depend.

When GOD Almighty maketh Covenants with Man, His Promise is a sufficient Security, notwithstanding of His Superiority and His Power. Because first He cannot Err, nor do Injustice. It is the only Exception to His Omnipotence, then by the Perfection of His Being, He is Incapacitated to do wrong. Secondly, At the instant of His Promise, by the Knowledge of His Foresight, which cannot fail, there is no Room left for the possibility of any thing to intervene which might change His Mind. Lastly, He is above the receiving of any Benefit or Inconvenience, and therefore can have no Interest or Temptation to vary His Word. When once He hath granted it.

None the Supreme Power of GOD's Vicar, yet their Commission is not being so large, as that these Qualifications are devolved to them. If it were another Case: And since the offering of a Security, implyeth it to be Examined by the Party to whom it is proposed, it cannot be taken in, that Objection is made to it, even though the Queen herself should be the immediate Promiser.

Let a Familiar Case be put, Suppose a Prince, Tempted by a Passion too strong for him to Resist, should consent to, as to promise Marriage to one of his Subjects, and afterwards Marry in great haste upon such Occasion, should prefer the Possibility before the necessity. For as it is to be Examined, would the Poor Lady's Scruples be called Criminal, for not taking the Security of the Royal Word? Or would Her Allegiance be Tainted for Resisting the Sacred Person of her Sovereign, because he was impatient of Delay? Certainly indeed might persuade her to accept it, if she was so disposed; but sure the Exercise of Just Power can never claim it. This is a good Caution against Precipitancy, for if We once quite with Our Parliament we cannot mend any Error or Inconvenience that may arise from the Articles: And to Infallibility, no one but the Pope, pretends. There

The first of these is the fact that the
the second is the fact that the
the third is the fact that the
the fourth is the fact that the
the fifth is the fact that the
the sixth is the fact that the
the seventh is the fact that the
the eighth is the fact that the
the ninth is the fact that the
the tenth is the fact that the

A statement of the fact that the
the second is the fact that the
the third is the fact that the
the fourth is the fact that the
the fifth is the fact that the
the sixth is the fact that the
the seventh is the fact that the
the eighth is the fact that the
the ninth is the fact that the
the tenth is the fact that the

The first of these is the fact that the
the second is the fact that the
the third is the fact that the
the fourth is the fact that the
the fifth is the fact that the
the sixth is the fact that the
the seventh is the fact that the
the eighth is the fact that the
the ninth is the fact that the
the tenth is the fact that the

The first of these is the fact that the
the second is the fact that the
the third is the fact that the
the fourth is the fact that the
the fifth is the fact that the
the sixth is the fact that the
the seventh is the fact that the
the eighth is the fact that the
the ninth is the fact that the
the tenth is the fact that the

The first of these is the fact that the
the second is the fact that the
the third is the fact that the
the fourth is the fact that the
the fifth is the fact that the
the sixth is the fact that the
the seventh is the fact that the
the eighth is the fact that the
the ninth is the fact that the
the tenth is the fact that the

